

St. Charles Parish Meeting Agenda Parish Council

15045 Highway 18 P.O. Box 302 Hahnville, LA 70057 985-783-5000 scpcouncil@st-charles la us http://www.stcharlesparish-la.gov

St. Charles Parish Courthouse

Introductions

Council Chairman Wendy Benedetto Councilmembers Carolyn K. Schexnaydre, Snookie Faucheux, Terrell D. Wilson, Mary Tastet, Paul J. Hogan, Larry Cochran, Traci A. Fletcher, Julia Fisher-Perrier

Council Chambers, Courthouse 6:00 PM Monday, April 22, 2013 Final

INTRODUCTIONS

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, May 6, 2013, 6:00 pm, Council Chambers, Courthouse, Hahnville

(No items for the regular Agenda)

2013-0156 (4/22/2013, St. Pierre, Jr., Department of Public Works)

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and HHP Construction Group, LLC for 5th Street Sidewalk Extension Norco, Parish Project No. P091101, in the amount of \$148,250.00.

Legislative History

4/22/13

Parish President

Introduced

2013-0157 (4/22/2013, St. Pierre, Jr., Department of Public Works)

An ordinance to approve and authorize the execution of a contract with Volute, Inc. for project P080502-4 Dunleith Canal Level Recharge System in the amount of \$181,419.00.

Legislative History

4/22/13

Parish President

Introduced

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2013-0156 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and HHP Construction Group, LLC for 5 th Street Sidewalk Extension Norco, Parish Project No. P091101, in the amount of \$148,250.00.
WHEREAS, The Safe Routes to School program was designed to install a sidewalk the entire length of 5 th Street in Norco; but do to budgetary constraints only the base and alternate #1 were awarded and alternate #2 was not and,
WHEREAS, St. Charles Parish desires to have the entire sidewalk constructed and asked for bids to construct the remainder (i.e., alternate #2); and,
WHEREAS, sealed bids were received by St. Charles Parish on March 5, 2013 for Project No. P091101, 5 th Street Sidewalk Extension Norco; and,
WHEREAS, Civil & Environmental Consulting Engineers, the Engineer for the Project have reviewed the bids and recommend that the Contract be awarded to the low bidder, HHP Construction Group, LLC, in the amount of \$148,250.00.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the bid of HHP Construction Group, LLC for the construction of Project No. P091101, 5 th Street Sidewalk Extension Norco, be hereby approved and accepted, in the amount of \$148,250.00. SECTION II. That the Parish President is hereby authorized to execute said contract documents on behalf of St. Charles Parish. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
And the ordinance was declared adopted this day of, 2013 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

APPROVED: _____ DISAPPROVED:___

AT: _____ RECD BY: _____

SECTION 00500

AGREEMENT

and l	S AGREEMENT is effective as of the day of in the year 20 by between the Parish of St. Charles, called the OWNER, and HHP Construction Group, LLC hereinafter
calle	d the CONTRACTOR.
OW	NER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as ws:"
ART	TICLE 1. WORK
	TRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above set. The Work is generally described as follows:
	The Contract Work generally comprises of the construction of an extended section of sidewalk, approximately 555 feet in length.
ART	TCLE 2. ENGINEER
who the (Project has been designed by <u>Danny J. Hebert, P.E., L.L.C.</u> who is hereinafter called ENGINEER and will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in Contract Documents in connection with completion of the Work in accordance with the Contract aments.
ART	ICLE 3. CONTRACT TIME
	The Contractor shall complete all of the Work under the Contract within45calendar days from the date of the Notice to Proceed.
3.2	Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$ 500.00 for each calendar day that expires after the
	Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default

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ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (S148.250.00) One hundred forty-eight thousand two hundred fifty dollars and zero cents. Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.
 - Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.
- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.
- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the OWNER for final

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payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers N/A to N/A inclusive)

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- 7.6 Contract documents bearing the general title "5th Street Sidewalk Extension Norco" dated January 22, 2013.
- 7.7 Drawings, consisting of a cover sheet dated <u>January 22, 2013</u> and the sheets listed on Drawing <u>1 (20 sheets total)</u>; each sheet bearing the following general title: "<u>5th Street Sidewalk Extension Norco</u>".
- 7.8 General Conditions
- 7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER: Parish of St. Charles	CONTRACTOR: HHP Construction Group, LLC
Ву	By Alla R. Picciola
Title	Title President
Attest	Attest Penjamin P. Hodson

END OF SECTION

INTRODUCE	ED BY: V.J. ST. PIERRE, JR., PARISH PR (DEPARTMENT OF PUBLIC WOR		
ORDINANCE		10)	
WHEREAS, WHEREAS,	An ordinance to approve and author of a contract with Volute, Inc. for punieith Canal Level Recharge Systof \$181,419.00. sealed bids were received by St. Charle P080502-4 Dunleith Canal Level Recharge Evans-Graves, Engineers, Inc., the engir bids and recommend that the contract be a in the amount of \$181,419.00; and, this system will allow the Parish to pur Destrehan #1 Pump Station into the Dun	project P080502-4 tem in the amount as Parish on April 9 a System; and, neer for the project, awarded to the low b	has reviewed the idder, Volute, Inc., discharge side of
THE ST CH	help maintain canal water levels.	AINC:	
	ARLES PARISH COUNCIL HEREBY ORD ION I. That the bid of Volute, Inc., for the		project P080502-4
Dunleith Car \$181,419.00	nal Level Recharge System, be hereby app	proved and accepted	, in the amount of
	uments on behalf of St. Charles Parish.		
The follows:	oregoing ordinance having been submitted	to a vote, the vot	e thereon was as
	ne ordinance was declared adopted this ffective five (5) days after publication in the		, 2013,
CHAIRMAN:			
SECRETARY:_			
DLVD/PARISH P	RESIDENT:		
APPROVED:	DISAPPROVED:		
PARISH PRESID	DENT:		
RETD/SECRETA	ARY:		
AT:	RECD BY:		

2013-0157

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the	day of			in the year 20_	by
and between the Parish of St. Charles, called the	OWNER, and	Volute,	INC.	herei	reinafter
called the CONTRACTOR.					

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises of the construction of pumping system to pump water from the marsh into the Dunleith Canal.

ARTICLE 2. ENGINEER

The Project has been designed by <u>Evans-Graves Engineers</u>. Inc. who is hereinafter called ENGINEER and who will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 90 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$500.00 for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the

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CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (\$18149. (\$) be hundred eighty on thousand the Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

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clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

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- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

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The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement
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- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers 1 to 2 inclusive)

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- 7.6 Contract documents bearing the general title "Dunleith Canal Level Recharge System, St. Charles Parish, Parish Project No. P080502-4" dated March, 2013.
- 7.7 Drawings, consisting of a cover sheet dated March, 2013 and the sheets listed on Drawing 1 Title Sheet; each sheet bearing the following general title: "Dunleith Canal Level Recharge System, St. Charles Parish, Parish Project No. P080502-4".
- 7.8 General Conditions
- 7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."

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- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER: Parish of St. Charles	CONTRACTOR: \$
Ву	By Volute, INC.
Title	Title Dale C. Thompson, Jr., President
Attest	Attest

END OF SECTION